



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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Third District

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Fifth District

March 22, 2016

To: Supervisor Hilda L. Solis, Chair
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe
Supervisor Michael D. Antonovich

From: Sachi A. Hamai
Chief Executive Officer

NOTIFICATION OF EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL COUNCIL OF CRIME AND DELINQUENCY, THE CASEY FAMILY PROGRAM AND THE CHIEF EXECUTIVE OFFICE

This memo is to notify your Board that the Chief Executive Office (CEO) intends to enter into a Memorandum of Understanding (MOU) with Casey Family Programs (CFP), Probation, and the National Council on Child Delinquency (NCCD). The MOU represents a collaboration agreement among the aforementioned parties for project management and technical assistance to implement the Camp Kilpatrick Replacement Project which is slated to open in 2017. There is no fiscal impact to the County as CFP has agreed to pay the full cost of NCCD's services. The MOU has been approved by County Counsel and shared with the Justice Deputies.

The CEO will sign the MOU unless we receive instructions from the Board, on or before March 25, 2016, directing the CEO to do otherwise. Please contact me if you have any questions or require additional information, or your staff may contact Fesia Davenport at (213) 974-1186 or fdavenport@ceo.lacounty.gov.

SAH:JJ:FD
SW:AHW:yjf

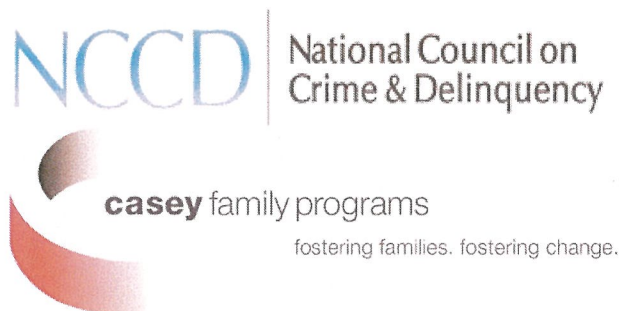
Attachment

c: Executive Office, Board of Supervisors
County Counsel
Justice Deputies
Children's Deputies

NCCP:bm

"To Enrich Lives Through Effective And Caring Service"

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, as amended, modified, supplemented or restated from time to time (hereafter, "Agreement") is made and entered into as of January 1, 2016 (hereafter, "Effective Date"), by and among Casey Family Programs (hereafter, "CFP"), Los Angeles County Chief Executive Office (hereafter, "LA"), and National Council on Crime and Delinquency (hereafter, "NCCD"). CFP, LA and NCCD are sometimes referred to individually as a "Party" and collectively as "the Parties".

CFP is a nationally-accredited Washington nonprofit corporation, whose mission is to provide, improve and ultimately to prevent the need for foster care. CFP engages states, counties and tribes in child welfare initiatives to: (1) safely reduce the number of youth in foster care in this country; (2) support more effective reinvestments in children and families; (3) demonstrate how every child can have a safe and permanent family; and (4) encourage a shared vision to improve the long-term safety and success of children and families (collectively, the 2020 Goals).

The Los Angeles County Chief Executive Office handles responsibilities delegated by the Los Angeles Board of Supervisors. Included among these responsibilities delegated to LA is oversight of and authority over this Collaboration.

NCCD is a Wisconsin nonprofit corporation and is recognized as a public charity under section 501(c) (3) of the Internal Revenue Code. NCCD's Children's Research Center (hereafter, "CRC") collaborates with jurisdictions around the world using research to improve service delivery to children and families. NCCD promotes just and equitable social systems for individuals, families, and communities through research, public policy, and practice. NCCD envisions a just society in which people are safe and supported in their communities and treated with dignity by the systems that serve them.

In furtherance of the Parties' respective missions, the Parties wish to collaborate with each other to share information and resources and engage in a variety of activities for a common purpose and mutual benefit, sharing the responsibilities and benefits of such collaboration (Collaboration). The goal of the Collaboration is to develop a model to secure out-of-home placement that will improve permanency for Los Angeles County Probation Department youth, reduce recidivism and incarceration, and improve well-being, including education and mental health.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration.

1.1. Collaboration Projects. During the Term of this Agreement, the Parties shall work together on certain collaboration projects (hereafter, "Collaboration Projects") as set forth in Schedule(s) to this Agreement attached hereto, hereby incorporated by reference. Each Schedule shall contain a description of Collaboration Project(s), including timelines, payments, special conditions, and other pertinent information. This Agreement may be amended from time-to-time to include additional Schedules that shall be signed by the Parties.

1.2. Work Plan. Throughout the Term, and to facilitate communication, coordination, planning and progress, the Parties shall document additional details, such as key dates, timelines, materials and outcomes in a separate work plan (hereafter, "Work Plan"). The Work Plan shall be a living document that details those particulars as they are agreed upon and completed by the Parties during the Term of the Agreement. The Work Plan shall be regularly shared between and reviewed and updated by the Parties.

2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Collaboration Projects.

2.2. Operations. NCCD will lead and manage the day-to-day operations of the Collaboration Projects, including managing the participation of both CFP and LA. Neither NCCD nor CFP will provide services to children, youth or families as part of the Collaboration, and will not participate in any services or decision-making regarding children, youth, or families served through the Collaboration.

2.3. Decision Making Responsibility. LA acknowledges and affirms that it retains sole control and responsibility for all decisions that are made with respect to recommendation, endorsement or adoption of any strategies, models, or plans created or proposed through this Collaboration. CFP, NCCD and their contractors make recommendations only and do not promise or guarantee any result. Any actions taken by LA or results that occur related to recommendations by CFP, NCCD or their contractors shall be the sole responsibility and at the sole discretion of LA. CFP and NCCD shall have no liability, monetary or otherwise, to LA or any other person or entity for any such actions or results.

2.4. Evaluation and Data. The Parties shall regularly evaluate Collaboration Projects for compliance and progress towards anticipated measurable outcomes as set forth in each Schedule. LA and NCCD shall provide and otherwise facilitate reasonable access to data to assist CFP with the evaluation of the Collaboration Projects.

3. Contributions.

3.1. Staff. The Parties' staff will work together to design, develop, support and implement the Collaboration Projects.

3.2. Technical Assistance. The Parties shall provide the necessary technical assistance, research, data, tools, and expertise to develop and support the Collaboration Projects.

3.3. Collaboration Costs. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in each Schedule, CFP shall provide funds (hereafter, "CFP Funds") to defray the costs of the Collaboration Projects. CFP Funds shall be paid to NCCD.

4. **Reports, Invoices and Payments.**

4.1. Reports. Throughout the Term of this Agreement, the Parties will prepare and submit reports on the status of each Collaboration Project in a form provided by CFP and in accordance with the respective Schedule.

4.2. Invoices. NCCD shall submit invoices to CFP for each Collaboration Project. Each invoice shall describe the specific work performed for each Project and the costs of such work, in reasonable and sufficient detail requested by CFP.

4.3. Payments. CFP shall pay NCCD within thirty (30) days after CFP's receipt of the required invoices, reports and any additional information requested by CFP.

5. **Use of Funds.**

5.1. Compliance with Agreement. CFP Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in, this Agreement. CFP Funds may not be expended for any other purpose without CFP's prior written approval.

5.2. Compliance with Law. CFP Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (hereafter, "the Code"). No Party shall engage in any activity in furtherance of the Collaboration Projects that jeopardizes CFP's tax status as a private operating foundation. In particular, no CFP Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

5.3. No Earmarked Funds. The Parties acknowledge that CFP has not earmarked any CFP Funds for any organization or individual other than NCCD, that NCCD is solely responsible for the selection of any other organization to whom a portion of the CFP Funds shall be disbursed, and that NCCD is solely responsible for the reporting and accounting of any and all CFP Funds disbursed to any other organization in accordance with the terms of this Agreement.

5.4. Return of Funds. NCCD shall immediately return all CFP Funds to CFP as follows: (a) CFP Funds not used in accordance with this Agreement; (b) CFP Funds not used for charitable purposes or in accordance with law; and (c) CFP Funds remaining in the possession or control of NCCD upon the completion of performance, termination or expiration of this Agreement.

6. Records, Review and Audit. NCCD must identify CFP Funds on its books for ease of reference and verification. NCCD shall keep records of all receipts and expenditures arising under this Agreement, as well as copies of reports submitted to CFP, for at least four (4) years following completion of the Term. Upon written request and reasonable notice by CFP, NCCD will permit CFP, its agents or representatives to visit its premises, review its activities hereunder and conduct, at CFP's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds.

7. Lobbying Prohibition. In addition to the restrictions regarding the use of CFP Funds, no Collaboration Project, initiative, event or other work product created in connection with this Agreement, and no discussion or communication regarding the same, may (a) address itself to the merits of any specific legislation or legislative proposal, or (b) directly encourage recipients to take action with respect to any legislation.

8. **Term and Termination.**

8.1. Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2017 (hereafter, "Term"), unless terminated earlier or amended by agreement of the Parties.

8.2. Termination. Notwithstanding the Term, any Party may terminate its participation in the Collaboration at any time during the Term by giving twenty (20) business days' written notice to the other Parties. Immediately upon receiving a notice of termination from CFP, NCCD shall use its best efforts to prevent the incursion of further costs or expenses under this Agreement, and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, CFP shall reimburse NCCD for reasonable costs and expenses actually incurred prior to termination. If this Agreement is terminated, NCCD shall immediately return any unused CFP Funds.

9. Confidential Information. In connection with the Agreement, the Parties may share proprietary information or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Collaboration, including but not limited to names, addresses, physical and mental health data, family history and like information (hereafter, "Confidential Information"). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law or has obtained the appropriate consent of the court, adult, minor or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

10. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

11. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Collaboration activity.

12. Intellectual Property

12.1. Previously or Independently Created Works. The Parties acknowledge that to the extent any Party has created written or otherwise documented work product prior to this Agreement (hereafter, "Works") and contributes Works for use in the Collaboration that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (hereafter, "IP Rights"), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Parties to use those Works for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

12.2. Collaboration Materials. In furtherance of the Collaboration Projects, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (hereafter, "Collaboration Materials"). The Parties shall jointly hold IP Rights to Collaboration Materials. Each Party shall have the right to use Collaboration Materials for non-commercial purposes without the consent of or any obligation to pay or account to another Party.

13. Communication Standards. Prior to publication or other dissemination, the Parties shall review and approve Collaboration Materials.

13.1. Acknowledgement. The Parties shall include a statement acknowledging CFP, LA and NCCD as collaborators (hereafter, "Acknowledgement") on all Collaboration Materials, published in any form or in any medium (e.g. reports and papers, flyers, programs, promotional materials, media references, websites).

13.2. Disclaimer. As requested by CFP, LA or NCCD, a Party shall include a disclaimer in a form substantially similar to the following:

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of [Casey

Family Programs / Los Angeles County / National Council on Crime & Delinquency]."

13.3. Use of Logo. No Party shall include another Party's logo in its written materials, website or video productions, unless said Party has given its prior written approval, which shall be requested in writing.

14. Insurance and Indemnification.

14.1. Insurance. Each Party warrants that it (a) has sufficient insurance coverage or is appropriately self-insured for comprehensive general liability, professional liability, and property coverage and (b) will address and respond to any and all claims, costs, attorneys' fees, or other expenses that arise as a result of any acts or omissions under this Agreement. Upon request, each Party shall provide the other with certificates of insurance.

14.2. Indemnification. CFP and NCCD shall indemnify, defend and hold harmless LA, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with their respective acts and/or omissions arising from and/or relating to this Agreement.

LA shall indemnify, defend and hold harmless CFP and NCCD, their respective directors, officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LA or County's acts and/or omissions arising from and/or relating to this Agreement.

15. General.

15.1. Separate Entities. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.

15.2. Notices. All notices or other communications shall be in writing and delivered to the address indicated on the Agreement. Such address may be changed by written notice to the other Parties.

15.3. Subcontracting. No Party shall delegate the performance of its obligations under this Agreement or subcontract to any other person or entity without prior written approval from the other Parties.

15.4. Assignment. No Party shall assign this Agreement or its interest therein without the other two Parties' prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

15.5. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

15.6. Entire Agreement/Modification. This document, including all Schedules and other attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

15.7. No Interpretation Against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

15.8. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

15.9. Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

15.10. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CASEY FAMILY PROGRAMS

COUNTY OF LOS ANGELES

By: _____
William C. Bell, Ph.D.
President and CEO

By: _____
Sachi A. Hamai
CEO

Notice Address:

Casey Family Programs
2001 8th Avenue, Suite 2700
Seattle, WA 98121
Attn: Kathleen Cochran, Project Manager
Telephone: (206) 282-7300 x 13386
Fax: (877) 265-1014
Email: KCochran@casey.org

Notice Address:

Los Angeles County CEO
500 W Temple St, 7th Floor
Los Angeles, CA 90012
Attn: Fesia Davenport
Telephone: (213) 974-1186
Fax: (213) 620-1381
Email: fdavenport@ceo.lacounty.gov

NATIONAL COUNCIL ON CRIME & DELINQUENCY

By: _____
Katherine H. Park
CEO

Notice Address:

National Council on Crime and Delinquency
426 South Yellowstone Drive, Suite 250
Madison, WI 53719
Attn: Debra S. Paulus
Telephone: 800-306-6223
Fax: 608-831-6446
Email: dpaulus@nccdglobal.org

SCHEDULE 1

**TO THE JANUARY 1, 2016 MEMORANDUM OF UNDERSTANDING
BY AND AMONG
CASEY FAMILY PROGRAMS, LOS ANGELES COUNTY CHIEF EXECUTIVE OFFICE, AND
NATIONAL COUNCIL ON CRIME AND DELINQUENCY**

PROBATION LA PRACTICE MODEL

PURPOSE. The purpose of this Collaboration Project is to launch a collaboration among CFP, LA and NCCD to implement a small group therapeutic model that is youth centered, collaborative across agencies and within families, and embodies a culture of care improving the following outcomes for youth in Los Angeles County: (1) reduced recidivism; (2) positive behavioral change; and (3) improved well-being, including education, health and mental health. Specifically, implementation of the LA Model will enhance therapeutic opportunities for youth by providing individualized, strength-based and developmentally – appropriate services that meet youth where they are in the process of change and focuses on empowerment and effective problem solving.

OVERSIGHT. The Collaboration Project is overseen by the Steering Committee, whose members shall be appointed by LA. The Steering Committee will make recommendations to LA, which shall have ultimate decision-making authority and implementation responsibility.

WORK PLAN. In 2016, the Parties shall collaborate and contribute efforts to the Collaboration Project as follows:

NCCD	CFP	LA – CEO	LA - PROBATION
Facilitate weekly phone calls with CFP, LA, and Los Angeles County Probation Department to track progress and to identify barriers and resolutions.	Participate on weekly phone calls with NCCD, LA and Los Angeles County Probation Department. to provide technical assistance and support.	Participate on weekly phone calls to ensure County coordination in decision-making and implementation.	Participate on weekly phone calls to ensure County coordination in decision-making and implementation.
Convene retreat with County leadership, community stakeholders and advocates to set vision and goals for 2016 Camp Kilpatrick work.	Provide technical assistance and support to Camp Kilpatrick Replacement Project retreat.	Ensure appropriate County leadership participates in Camp Kilpatrick retreat.	Ensure appropriate County leadership participates in Camp Kilpatrick retreat.
Facilitate steering committee which will oversee planning and implementation of the Project.	Provide technical assistance and support to steering committee which will oversee planning and implementation of the Project.	Participate on steering committee and move steering committee recommendations and plans through the appropriate County decision-making process.	Participate on steering committee and move steering committee recommendations and plans through the appropriate County decision-making process with final decision by the Chief Probation Officer.

NCCD	CFP	LA – CEO	LA - PROBATION
Participate on program, data & research, education, staffing & training committees as well as the guidance team and sub-committees.	Provide technical assistance and support to guidance team, CEO and Probation leadership.	Participate on guidance team and move guidance team recommendations and plans through the appropriate County decision-making process.	Participate on guidance team and move guidance team recommendations and plans through the appropriate County decision-making process.
Develop logic model and theory of change document to set out clear vision for camp programming, services, and anticipated outcomes.	Provide input and technical assistance as needed on logic model and theory of change document.	Provide input and feedback on logic model and theory of change document and obtain County approval and adoption.	Provide input and feedback on logic model and theory of change document and obtain County approval and adoption.
Develop with the steering committee a “day in the life” protocol for youth in the new camp.	Provide feedback and technical assistance on “day in the life” protocol for youth.		Provide input and feedback on the “day in the life” protocol for youth and obtain County approval and adoption.
Develop with the steering committee a CQI work environment and CQI analytics team.	Provide technical assistance and consultation for creating CQI process and team.		Approve and support implementation of CQI process and CQI analytics team.
Develop with the steering committee and implementation plan.	Provide feedback and technical assistance in development of implementation plan.	Approve and adopt implementation plan.	Approve and adopt implementation plan.
Identify and develop trainers and coaches to support implementation.	Provide input and assistance to identify and develop trainers and coaches to support implementation.		Ensure County support to identify and develop trainers and coaches to support implementation.
Identify supervision strategies that support staff to be positive and influential change agent in the lives of the youth, such as the Probation Practice Model.	Provide technical assistance to incorporate Probation Practice Model into the supervision work of the Camp.		Approve and adopt incorporation of enhanced supervision strategies into Camp.

NCCD	CFP	LA – CEO	LA - PROBATION
Develop with the steering committee a plan to ensure the continuity of youth's lives as much as possible, including family engagement and community supports.	Provide feedback and technical assistance to developing a continuity of life plan.		Approve and adopt the continuity of life plan.
Facilitate on-going communication and outreach to the community; develop dissemination plan for distributing information and findings to community and stakeholders	Provide feedback and technical assistance to communication and dissemination strategies.		Approve and support communication strategies and dissemination of documents plan.
Provide monthly written project update reports to CFP and LA.	Provide quarterly written progress reports.	Provide input and feedback on progress reports.	Provide quarterly written progress reports.

NCCD MONTHLY REPORTS AND CFP FUNDS

CFP shall make payments to offset Probation Practice Model 2016 expenses in an amount not to exceed \$360,000. Pursuant to Section 4, payment of CFP Funds is conditioned upon CFP's receipt of monthly progress reports. NCCD shall complete and submit monthly reports to CFP and LA, and upon receipt of reports, CFP shall make payments of CFP Funds to NCCD according to the following schedule and in the following amounts:

PERIOD COVERED	NCCD REPORT DUE TO CFP & LA	SCHEDULED CFP PAYMENT TO NCCD(*)	PAYMENT AMOUNT
		Upon full execution of Agreement	\$27,720
January 1 – January 31	February 15, 2016	February 29, 2016	\$27,690
February 1 – February 29	March 15, 2016	March 31, 2016	\$27,690
March 1 – March 31	April 15, 2016	April 30, 2016	\$27,690
April 1 – April 30	May 15, 2016	May 31, 2016	\$27,690
May 1 – May 31	June 15, 2016	June 30, 2016	\$27,690
June 1 – June 30	July 15, 2016	July 31, 2016	\$27,690
July 1 – July 31	August 15, 2016	August 31, 2016	\$27,690
August 1 – August 31	September 15, 2016	September 30, 2016	\$27,690
September 1 – September 30	October 15, 2016	October 31, 2016	\$27,690
October 1 – October 31	November 15, 2016	November 30, 2016	\$27,690
November 1 – November 30	December 15, 2016	December 31, 2016	\$27,690
December 1 – December 31	January 15, 2017	January 15, 2017	\$27,690

(*) Scheduled payment date assumes reports submitted by due date. CFP shall not make payment until required reports are received.

ALL PARTIES QUARTERLY REPORTS.

On a quarterly basis, LA, CFP and NCCD shall evaluate and document the progress and impact of the Collaboration and identify any barriers or recommended changes by jointly completing a form provided by CFP. Quarterly reports shall be submitted to CFP according to the following schedule:

Reporting Period	Report Due
January 1 – March 31, 2016	April 15, 2016
April 1 – June 30, 2016	July 15, 2016
July 1 – September 30, 2016	October 15, 2016
October 1 – December 31, 2016	January 15, 2017